

CONTRACT PERIOD THROUGH OCTOBER 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CATHOLIC RELIGIOUS SERVICES - MCSO**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 10, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Stephen Krausnick, MCSO
Sharon Tohtsoni, Materials Management

(Please remove Serial 00017-ROQ from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR ROQ FOR: **CATHOLIC RELIGIOUS SERVICES - MCSO**

1.0 **INTENT:**

This Review of Qualifications is to procure the services of Catholic Religious Professionals to provide religious services to individuals incarcerated in the Maricopa County Jails. This solicitation is written to be in force as a contract, for a three (3) year period from the date of award. The contract resultant from this solicitation is a requirements contract. Maricopa County reserves the right to add additional contractors to this contract, as needed.

2.0 **SCOPE OF WORK:**

2.1 **SERVICES**

- 2.1.1 Contractor shall administer the Sacraments of Penance and Eucharist, and shall provide religious services, religious instructions, and pastoral care, as required by the religious group organization represented by the Contractor to Maricopa County Jail inmates.
- 2.1.2 Pastoral Services shall be provided in accordance with a written schedule from the Sheriff's Inmate Programs Division Commander and/or Religious Services Section Commander. Priority is given to conducting worship services and hearing confessions. The remaining hours may be allocated to conducting, scripture studies, and pastoral counseling as assigned by Religious Services Section Commander.
- 2.1.3 Contractor shall provide said services on a basis that meets the religious needs of the offenders and as prescribed by the Sheriff's Inmate Programs Division Commander. Contractor's activities shall be subject to the approval and supervision of the Sheriff's Inmate Programs Division Commander and/or Religious Services Section Commander
- 2.1.4 The County shall provide an available meeting place in the facility assigned to the Contractor for religious purposes.

2.2 **CONTRACT RATE**

- 2.2.1 Hourly compensation rate shall be \$32.00 per hour and is determined by the County. Hourly rate is to cover worship services and counseling, subject to acceptance and approval by the County of services rendered.
- 2.2.2 Work schedule is currently 10 (ten) hours per week, although the number of hours is subject to change based upon the needs of the County.
- 2.2.3 Rate increases will be determined by the Maricopa County Sheriff's Department at the time of contract anniversary date or renewal. In no case will the contract rate increase exceed the current Producer Price Index (PPI). Rate increases are at the discretion of the County and are not guaranteed.

2.3 **INVOICING AND PAYMENT**

- 2.3.1 Contractor shall submit a signed Inmate Services Monthly Activity Report (invoice) by the tenth (10th) work day of each month for services rendered the previous month, to include any authorized mileage. The invoice must reflect County contract number 02089-ROQ, as well as the date, time, and jail location for which services were provided.
- 2.3.2 **Any purchases of materials needed by the Contractor to fulfill the terms of the contract must be approved in advance by the County through the Inmate Program Commander and acquired in conformance with the County's Procurement Code.**

- 2.3.3 Contractor shall be responsible for any and all taxes, permit, or authorizations that may be required by laws of the federal, state, or local government.

2.4 SPECIAL REQUIREMENTS FOR WORKING ON JAIL PREMISES

- 2.4.1 Contractor shall comply with all necessary rules and regulations of Maricopa County Jails relative to the provision of contracted services with detention facilities. Any allegations of non-compliance with Maricopa County Jail rules, policy, and/or procedure, or other misconduct shall be subject to investigation. Every person entering the jail premises is subject to search in accordance with state law.
- 2.4.2 Contractor shall be provided a copy of applicable state laws and County policy pertinent to the rules of contraband and illegal activity by the Sheriff's Inmate Programs Commander and/or Religious Services Section Commander.
- 2.4.3 The Sheriff's Inmate Programs Commander and/or Religious Services Section Commander shall keep the Contractor fully informed of County policies, procedures, and activities that have bearing on the Contractor fulfilling assigned obligations under this Agreement, including all security requirements relative to the provisions of contracted services within a jail.
- 2.4.4 The County shall coordinate all administrative processes regarding security clearance for the Contractor, to provide access to the designated County Jail.
- 2.4.5 Contractors who have contact with inmates and/or records under the supervision or jurisdiction of the MCSO, pursuant to this contract must submit to a security clearance and background check by MCSO. The background check will be carried out by MCSO at the County's expense. Security clearance process also includes a no cost security class and issuance of the required jail entry badge. The decision of the MCSO as to the eligibility of the contractor for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the contractor or any other unauthorized party.

2.5 WHAT TO SUBMIT AS A RESPONSE TO THIS ROQ

PLEASE SUBMIT FIVE (5) COPIES OF THE FOLLOWING TO THE ADDRESS LISTED ABOVE: The original copy shall be identified as the "ORIGINAL" and the each copy shall be identified as "COPY".

2.5.1 ATTACHMENT A

2.5.2 ATTACHMENT B

2.5.3 ATTACHMENT C

2.5.4 ATTACHMENT D

2.5.5 LETTER OF INTEREST

2.5.6 RESUME OR CV WITH DETAILED INFORMATION ON EXPERIENCE AND EDUCATION

2.5.7 CREDENTIALS (COPIES OF LICENSES, DIPLOMAS, CERTIFICATIONS, ETC., AS APPLICABLE)

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 MULTIPLE VENDOR AWARD:

Maricopa County reserves the right to award this contract to more than one contractor at the County's discretion.

3.2 CONTRACT LENGTH:

This REVIEW OF QUALIFICATIONS is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2) one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.4 INDEMNIFICATION

3.4.1 Indemnification for professional liability

To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONTRACTOR'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONTRACTOR'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONTRACTOR**, or anyone directly employed by the **CONTRACTOR** or anyone for whose acts **CONTRACTOR** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.5 **INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Questions shall be addressed to:

STAN FISHER, SENIOR PROCUREMENTCONSULTANT - 602-506-3274 FAX 602-258-1573
EMAIL: sfisher@mail.maricopa.com

NOTE: All inquiries must be submitted in writing via fax or email. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this ROQ will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.3 **TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.4 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.5 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or CONTRACTOR to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.8 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the ROQ price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the ROQ Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as ROQ in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.13 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.14 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.15 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.17 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a ROQ in response to this REVIEW OF QUALIFICATIONS, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.19 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.20 DELIVERY OF SERVICES:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.21 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

JOHN PAUL KEEFE, 7126 N 7TH AVENUE, PHOENIX, AZ 85021

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING STEET **P08 66 03/B0604259**

ITEM DESCRIPTION

UNIT PRICE

CATHOLIC RELIGIOUS SERVICES

\$32.00/HOUR

Respondent's signature indicates agreement with the pre-determined hourly rate referenced above. Rate increases will be determined by the Maricopa County Sheriff's Office when the contract is evaluated on a anniversary or renewal date basis, and shall in no case be greater than the current Producer Price Index (PPI).

John Keefe
Signature (***REQUIRED***)

8/26/02
Date

Terms: NET 30

Federal Tax ID Number: Private

Vendor Number: G816752053

Telephone Number: 602/861-4977

Fax Number: 602/944-1221

Contract Period: To cover the period ending **October 31, 2005.**